



Exhibit "A"

G. Paul Anundson, P.E., Esq.
Overhead Line Coordinator

September 18, 2002

Mr. Charles B. Stockdale
Vice President and Corporate Counsel
Fiber Technologies Networks, L.L.C.
f/k/a Fiber Systems, L.L.C.
140 Allens Creek Road
Rochester, NY 14618

Frank J. Chiaino
Chief Operating Officer
Fiber Technologies Networks, L.L.C.
f/k/a Fiber Systems, L.L.C.
140 Allens Creek Road
Rochester, NY 14618

SUBJECT: NOTICE OF TERMINATION OF AERIAL LICENSE AGREEMENT

Dear Sirs:

On July 15, 2002, I sent, on behalf of MEC, a letter to Mr. Stockdale advising him that MEC had determined that FiberTech had placed a number of unauthorized attachments on MEC poles in the City of Northampton, Massachusetts. In that letter, I noted that FiberTech had: (i) installed attachments on MEC's poles without a license from MEC, (ii) installed many of those attachments in violation of the applicable code and specification requirements of the Aerial License Agreement, and (iii) failed to provide a copy of FiberTech's authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. Each of these actions is a violation of FiberTech's Aerial License Agreement with MEC. In a letter dated July 22, 2002, FiberTech simply denied that it lacked the authority to make attachments to MEC's poles in Northampton, despite the fact that Fiber Tech had not obtained the requisite licenses from MEC. See Letter from Charles Stockdale to G. Paul Anundson dated July 22, 2002. FiberTech also denied that it violated the safety standards required in Article 5 of that agreement and requested that we provide FiberTech with a detailed list of FiberTech's violations. As we stated in our letter of July 15, 2002, these violations exist on poles that have already been identified in the itemized list of required make-ready work already supplied to FT. Article 5 of the Aerial License Agreement requires that FT correct these violations. At this time, another field review by MEC to identify exactly how FT chose to violate the applicable codes

and specifications at each pole when FT made its unauthorized attachments would only identify the same list of required make-ready that has already been supplied to FT. Fiber also failed to provide a copy of its authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. In fact, in another letter dated July 25, 2002, FiberTech admitted that it did not have such authorization, but would now pursue obtaining such authorization. In short, FiberTech failed to provide any meaningful justification for its installation of the attachments in Northampton prior to the completion of the required make-ready work and in the absence of a license from MEC to make such attachments. In our letter of July 15, 2002, MEC requested that FiberTech indicate the steps it would take to correct the identified violations. To date, FiberTech has failed to address those violations in any way.

Perhaps the most troubling fact is that, as noted in my July 15, 2002 letter, MEC has identified over 200 MEC-owned poles in Northampton, Massachusetts, on which Fiber Tech has installed attachments prior to the completion of the required make-ready work and without obtaining a license prior to the attachment, as required by the applicable Aerial License Agreement. In many instances, the attachments were installed in a manner that violates the National Electric Safety Code and thus threatens the welfare of not only MEC's employees and its authorized contractors who must work on these poles, but the safety of the employees and authorized contractors of other companies that maintain facilities on those poles, such as cable television operators and telecommunications service providers. In addition, the presence of unauthorized and, in many instances, unsafe attachments, threatens the facilities and equipment maintained by MEC and other companies who maintain facilities on those poles and may adversely impact the reliability of the services that those facilities are used to provide.

The extent of Fiber Tech's violations that we have been able to identify constitutes an unprecedented and gross violation of its obligations under the Aerial License Agreement with MEC. Violations of this magnitude demonstrate a complete disregard by FiberTech of its obligations under its Aerial License Agreement with MEC. Moreover in Mr. Stockdale's letter to me dated July 22, 2002, FiberTech makes it clear that it has no intention of complying with the terms of its duly executed Aerial License Agreement. In light of Fiber Tech's default of its obligations and complete disregard for the terms of the agreement, pursuant to Article 19.1 of the March 17, 2000 (as modified by amendments dated July 22, 2000 and December 13, 2000 and an addendum dated July 3, 2001), Aerial License Agreement, MEC hereby gives notice that if FiberTech fails to remove its unauthorized attachments and correct unsafe conditions created by those unauthorized attachments within 30 days, MEC will immediately terminate that agreement and with it all prior authorizations previously granted to FiberTech under that agreement. In the event of such termination, Fiber Tech will be required to remove all of its attachments from all poles solely or jointly-owned by MEC within the Commonwealth of Massachusetts within six months from the date of termination and will be required, within thirty (30) days of such termination, to submit to MEC a plan and schedule for this removal. See Aerial License Agreement at Article 19.3. In the event FiberTech fails to remove its facilities within that time period, MEC will remove FiberTech's facilities at FiberTech's expense.

Stockdale / Chiaino
September 16, 2002
Page 3

It is certainly our hope that termination will not be necessary and that FiberTech will take the appropriate corrective action (i.e., remove the unauthorized attachments and correct any unsafe conditions which they have created as a result of such attachments). If you have any questions regarding this matter please do not hesitate to contact me at 508.421.7802.

Sincerely,
MASSACHUSETTS ELECTRIC COMPANY

A handwritten signature in black ink, appearing to read "G. Paul Anundson", with a long horizontal flourish extending to the right.

G. Paul Anundson
Overhead Line Coordinator

c: J. H. Snyder